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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

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ANKE McCREA, an individual on behalf of
herself and all others similarly situated;
CHENEICE ROBERSON, an individual on
behalf of herself and all others similarly
situated; STACEY WILLIAMS, an individual
on behalf of herself and all others similarly
situated,

Plaintiffs,

vs.

TARGET CORPORATION; a Minnesota
corporation; and DOES 1 through 50,
inclusive,

Defendants.

No. 2:16-CV-02587-JGB-MRW

**DEFENDANT TARGET
CORPORATION'S
SUPPLEMENTAL REQUEST FOR
JUDICIAL NOTICE IN SUPPORT
OF MOTION TO DISMISS ON-
PREMISES REST-PERIOD
THEORY OF PLAINTIFFS'
SECOND AMENDED COMPLAINT**

Date: January 27, 2020
Time: 9:00 a.m.
Courtroom: 1 (3470 Twelfth St.,
Riverside)
Judge: Hon. Jesus G. Bernal

Defendant Target Corporation (“Target”) respectfully requests that the Court take judicial notice, pursuant to Rule 201, Federal Rules of Evidence, of the following official records in support of Target’s motion to dismiss the on-premises rest-period theory of plaintiffs’ Second Amended Complaint:

1. Plaintiff’s Opposition to Defendant’s Motion for Judgment on the Pleadings in *Cahilig v. IKEA U.S. Retail, LLC*, No. CV 19-01182-CJC(ASX), 2019 WL 3852490 (C.D. Cal. June 20, 2019) (ECF 15), a true and correct copy of which is attached to this request as Exhibit E.*
2. Appellate Courts Case Information for *Vazquez v. Jan-Pro Franchising International*, No. S258191, reviewed on January 13, 2020, at https://appellatecases.courtinfo.ca.gov/search/case/mainCaseScreen.cfm?doc_id=2298558&request_token=NiIwLSEmXkw%2BWYBNSCJNVEJJUFg0UDxTJiBeQzNTICAgCg%3D%3D&start=1&doc_no=S258191&dist=0&search=caption, a true and correct copy of which is attached to this request as Exhibit F.
3. Appellate Courts Case Information for *Gonzales v. San Gabriel Transit, Inc.*, No. S259027, reviewed on January 13, 2020, at https://appellatecases.courtinfo.ca.gov/search/case/mainCaseScreen.cfm?dist=0&doc_id=2302968&doc_no=S259027&request_token=NiIwLSEmXkw%2BWYBNSCJNUENJQEG0UDxTJiBORzhSQCAgCg%3D%3D, a true and correct copy of which is attached to this request as Exhibit G.

Rule 201(b), Federal Rules of Evidence, permits judicial notice of facts that can be “accurately and readily determined from sources whose accuracy cannot reasonably be questioned.” Pursuant to this rule, a court may take judicial notice of legislative history, regulations and agency interpretations, matters of public records, and court proceedings. *See Cardenas v. McLane Foodservices, Inc.*, 796 F. Supp. 2d 1246, 1251, n.2 (C.D. Cal.

* Exhibit lettering continues from Target’s first request for judicial notice in support of the motion to dismiss (ECF 54).

1 2011) (taking judicial notice of Division of Labor Standards Enforcement opinion letter);
2 *Brown v. Valoff*, 422 F.3d 926, 931, 933 n. 7, 9 (9th Cir. 2005) (taking judicial notice of
3 California Department of Corrections' Operations Manual and Administrative Bulletin as
4 "record[s] of state agency not subject to reasonable dispute") (citation omitted); *U.S. ex*
5 *rel. Robinson Rancheria Citizens Council v. Borneo, Inc.*, 971 F.2d 244, 248 (9th Cir.
6 1992) (taking judicial notice of proceedings before California Superior Court where
7 directly related to and potentially dispositive on pending issues).

8 Based upon the foregoing, Target respectfully requests that the Court take judicial
9 notice of the documents listed above and attached to this request.

10 Dated: January 13, 2020.

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14 By: /s/ Jeffrey D. Wohl
15 Jeffrey D. Wohl
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EXHIBIT E

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Attorneys for Plaintiff ALLYZA CAHILIG,
 on behalf of herself and all others similarly situated

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

ALLYZA CAHILIG, on behalf
 of herself and all others similarly
 situated,

Plaintiffs,

v.

IKEA U.S. RETAIL, LLC, a
 Virginia limited liability
 company; and DOES 1 to 100,
 inclusive,

Defendants.

CLASS ACTION

Case No.: 2:19-cv-01182-CJC (ASx)

**PLAINTIFF ALLYZA CAHILIG'S
 OPPOSITION TO DEFENDANT'S
 MOTION FOR JUDGMENT ON THE
 PLEADINGS**

Date: June 24, 2019

Time: 1:30 p.m.

Courtroom: 7C

Honorable Cormac J. Carney

Action filed: January 10, 2019

Trial Date: None Set

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OPPOSITION TO MOTION FOR JUDGMENT ON THE PLEADINGS

I. Introduction

Defendant Ikea U.S. Retail, Inc. brings a premature dispositive motion, arguing a disputed factual issue - whether Defendant asserted impermissible control over putative class members' rest periods. Because Plaintiff Allyza Cahilig's complaint alleges that Defendant controlled where employees were allowed to take rest periods, the rest period claim is cognizable and cannot be adjudicated at the pleadings stage.

Likewise, Defendant's arguments regarding the validity of Plaintiff's claims for waiting time penalties, inaccurate wage statements,¹ and unfair competition lack merit. Initially, these claims are derivative of the valid rest period claim, and are thus not subject to adjudication at this point in the litigation. Second, this Court has already held that rest period premiums are "wages," and thus support a claim for waiting time penalties. Finally, Defendant has failed to provide any authority supporting its argument that failure to pay break premiums does not result in inaccurate wage statements.

II. Facts

Plaintiff Cahilig brought this putative class action against her former employer alleging several Labor Code violations, including, as relevant here, failure to authorize and permit rest periods, failure to pay all wages due on employment separation, inaccurate wage statements, and unfair competition. See Compl. (Dkt. No. 1-1). The rest period claim is based on Defendant's uniform policy of controlling employees' location and movement during rest periods, in violation of *Augustus v. ABM Security Servs., Inc.*, 2 Ca1.5th 257 (2016). Compl. ¶¶ 32-44. The second, third, and sixth causes of action are derivative of the rest

¹ Defendant moves for judgment only on the third cause of action regarding derivative inaccurate wage statements, and not the fourth cause of action for independent inaccurate wage statements.

1 period claim. Compl. ¶¶ 45-65, 88-99.

2 **III. Law**

3 **A. Standard**

4 A motion for judgment on the pleadings under Federal Rule of Civil
 5 Procedure 12(c) is substantially identical to a motion to dismiss for failure to state
 6 a claim under Federal Rule of Civil Procedure 12(b)(6) because both permit
 7 challenges to the legal sufficiency of the opposing party's pleadings. *Qwest*
 8 *Commc'ns Corp. v. City of Berkeley*, 208 F.R.D. 288, 291 (N.D. Cal. 2002).
 9 "Judgment on the pleadings is properly granted when there is no issue of material
 10 fact in dispute, and the moving party is entitled to judgment as a matter of law."
 11 *Fleming v. Pickard*, 581 F.3d 922, 925 (9th Cir. 2009); see also *Hal Roach Studios,*
 12 *Inc. v. Richard Feiner and Co., Inc.*, 896 F.2d 1542, 1550 (9th Cir. 1990).
 13 "[J]udgment on the pleadings is improper when the district court goes beyond the
 14 pleadings to resolve an issue; such a proceeding must properly be treated as a
 15 motion for summary judgment." *Hal Roach Studios, Inc.*, 896 F.2d at 1550.

16 **B. Plaintiff has alleged facts stating a claim for failure to authorize and** 17 **permit rest periods.**

18 "During required rest periods, employers must... relinquish any control over
 19 how employees spend their break time." *Augustus v. ABM Security Servs., Inc.*, 2
 20 Cal.5th 257, 260, 273 (2016). Restricting employees to a certain location, i.e.,
 21 controlling where an employee must physically spend his or her rest period, is a
 22 form of employer control. *Id.*

23 In *Augustus*, the California Supreme Court held that California's rest period
 24 requirement "obligates employers to permit-and authorizes employees to take-off-
 25 duty rest periods. That is, during rest periods employers must relieve employees of
 26 all duties and relinquish control over how employees spend their time." *Id.* at 269.
 27 The plaintiffs in *Augustus* were security guards who were required to keep their
 28 pagers and phones on during 10-minute rest breaks and to respond to calls as

1 needed. *Id.* at 260. The security guards asserted that by requiring them to remain
 2 on-call during breaks, the employer was not providing them with true “rest”
 3 breaks. The trial court granted the plaintiffs’ motion for summary adjudication,
 4 concluding that “an on-duty or on-call break is no break at all.” *Id.* at 261. The
 5 Court of Appeal disagreed and reversed, concluding that ““simply being on call””
 6 is not inconsistent with a period of rest. *Id.* at 262.

7 The Supreme Court granted review and reinstated the grant of summary
 8 adjudication for the security guards. It observed that applicable law required hourly
 9 employees be provided “rest periods” but did not define the term. Section 226.7,
 10 however, prohibits employers from “requir[ing] any employee to work during any
 11 meal or rest period,” suggesting parallel requirements for meal periods and rest
 12 periods. *Augustus*, 2 Cal.5th at 265-66. Accordingly, the court looked to *Brinker v.*
 13 *Superior Court*, 53 Cal.4th 1004, 1038-39 (2012), which discussed the requirement
 14 to relinquish control over employees during meal periods. *Id.*

15 The court determined, “one cannot square the practice of compelling
 16 employees to remain at the ready, ***tethered by time and policy to particular***
 17 ***locations*** or communications devices, with the requirement to relieve employees of
 18 all work duties and employer control during 10-minute rest periods.” *Id.* at 269,
 19 emphasis added. The *Augustus* court held that, just as the court in *Brinker* found
 20 that an employer impermissibly exerts control over an employee during a meal
 21 period when it restricts the employee to the employer’s premises, employees on rest
 22 periods must “be freed from employer control over how they spend their time.” *Id.*
 23 at 270.

24 Specifically, the California Supreme Court noted that “a rest period means
 25 an interval of time free from labor, work, or any other employment-related duties.”
 26 *Id.* Although the court noted that “one would expect that employees will ordinarily
 27 have to remain on site or nearby” because of time constraints, *Augustus* held that
 28 an employee must be permitted to “take a brief walk” or “take care of other

1 personal matters that require truly uninterrupted time—like pumping breast
2 milk...or completing a phone call to arrange child care.” *Augustus*, 2 Cal.5th at
3 270.

4 Here, Defendant argues that *Augustus* did not prohibit an employer from
5 requiring employees to stay on site during rest periods. Glaringly, however,
6 Defendant overlooks that its policy went much further. Specifically, as alleged in
7 the complaint, Defendant required Plaintiff and putative class members to take rest
8 breaks “in either the Staff Café or other designated non-work areas.” Compl. ¶ 40.
9 Thus, the issue of whether Ikea exerted unlawful control over putative class
10 members during their rest periods is a nuanced question that is not ripe for
11 determination at the pleadings stage.

12 Defendant relies on *Ritenour v. Carrington Mortgage Services, LLC*, 2018
13 WL 5858658, at *6 (C.D. Cal., Sept. 12, 2018, No. SACV1602011CJCDFMX) to
14 argue that Ikea’s policy requiring employees to take rest periods in a particular
15 location is not facially invalid.² In *Ritenour*, the defendant’s policy stated
16 employees must remain on site during rest breaks. *Id.* [“During these paid rest
17 periods, Associates must remain at the work facility.”]. This Court correctly noted
18 that such a policy, without further evidence of employer control, does not per se
19 violate *Augustus*. *Id.* at *7. The Court found that “there [was] no evidence of a
20 policy under which CMS employees, whether on site or not, were uniformly
21 subject to employer control during their rest breaks,” and, regardless, the on-site
22 policy was not uniformly implemented. *Id.* Accordingly, the Court denied the
23 motion for class certification. *Id.* at *6.

24 However, unlike in *Ritenour*, Defendant Ikea’s rest period policy does not
25 merely require employees to remain on site, but rather requires them to stay in a

26
27 ² Notably, the *Ritenour* ruling relied on by Defendant decided class certification,
28 not substantive legal issues. Accordingly, the analysis of the substantive merits of
the rest period claim is appropriately brief.

1 specific location at the worksite. Compl. ¶ 40. This policy is unlawful not just
2 because it requires employees to remain on the employer's premises, like in
3 *Ritenour*, but because it tethers employees to particular locations. Defendant's
4 control over employees during their rest periods is exercised by restraining their
5 movement. Ikea's policy prohibits employees from taking a walk, getting fresh air,
6 or taking a phone call in a private location. This is similar to the rest period policy
7 in *Augustus*, which was held invalid not because it required employees to remain
8 on site, but because it prohibited employees from engaging in personal activities
9 outside of the employer's control.

10 Defendant also relies on *Bell v. Home Depot U.S.A., Inc.*, 2017 WL 1353779
11 (E.D. Cal., Apr. 11, 2017, No. 212CV02499JAMCKD), but that ruling did not
12 specify what Home Depot's rest break policy was. Significantly, however, the
13 court there "[did] not specifically adopt Defendant's interpretation that *Augustus*
14 affirmatively condones on-premises rest breaks." *Id.* at *2. In other words, *Bell*
15 does not stand for the proposition that Defendant advances, i.e., that on-premises
16 rest break policies are per se lawful.

17 Further, like in *Ritenour*, the employer in *Hubbs v. Big Lots Stores, Inc.*,
18 2018 WL 5264141, at *4 (C.D. Cal., Mar. 16, 2018, No. LACV1501601JAKASX)
19 appeared to require employees to stay on the premises, but there is no mention in
20 that case that the employees were confined to a particular location as they are here.

21 Defendant does not address that its policy tethers employees to a particular
22 location, thereby unlawfully controlling how putative class members spend their
23 rest periods. Plaintiff must be allowed to conduct discovery regarding the extent of
24 Defendant's control over employee rest periods and, as such, this claim is not
25 appropriate for adjudication at this time. Plaintiff has alleged a valid claim for
26 failure to authorize and permit rest periods, and Defendant's motion regarding this
27 claim must be denied.

28 ///

C. Plaintiff has alleged facts stating a claim for waiting time penalties.

To state a claim for waiting time penalties under Labor Code § 203, a plaintiff must allege that her employer willfully failed to pay all wages she was entitled to at the time her employment ended. See *Bernstein v. Vocus, Inc.*, 2014 WL 3673307, at *5 (N.D. Cal., July 23, 2014, No. 14-CV-01561-TEH).

Defendant first argues that Plaintiff has not stated a claim for violation of Labor Code § 203 because “she alleges no facts regarding her final paycheck or what wages were not paid.” Dkt. No. 14, 6:4-6. To the contrary, the complaint alleges that putative class members (which includes Plaintiff Cahilig) are no longer employed by Defendant, and that Defendant “willfully failed to pay the members of the LC 203 Class their entire wages due and owing” upon employment separation. Compl. ¶¶ 47-49. Moreover, the complaint specifies that the unpaid wages are due to Defendant’s failure to pay rest break premiums. Compl. ¶¶ 43, 48, 57. Accordingly, Plaintiff has alleged all requisite facts to state a claim for waiting time penalties under Labor Code § 203.

Next, Defendant argues that unpaid rest period premiums do not support a cause of action for waiting time penalties. Notably, this question is currently pending in the California Supreme Court. In *Stewart v. San Luis Ambulance, Inc.* (9th Cir. 2017) 878 F.3d 883, 885, the Ninth Circuit certified to the California Supreme Court three questions, including whether “violations of meal period regulations, which require payment of a ‘premium wage’ for each improper meal period, give rise to claims under sections 203 and 226 of the California Labor Code where the employer does not include the premium wage in the employee’s pay or pay statements during the course of the violations?” Accordingly, any determination of this issue should wait until the decision in *Stewart*, which will resolve the issues presented here.

In any event, as the law currently stands, rest period premiums are considered “wages” under section 203. The California Supreme Court, in its 2007

1 decision in *Murphy*, held that payments for missed breaks should be considered
 2 wages, rather than a penalty, in the context of determining the applicable statute of
 3 limitations. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal.4th 1094, 1110
 4 (2007) (“payment for missed meal and rest periods [was] enacted as a premium
 5 wage to compensate employees”). Relying on the premise that “statutes regulating
 6 conditions of employment are to be liberally construed with an eye to protecting
 7 employees,” *Murphy* made three important conclusions: (1) “Section 226.7’s
 8 ‘additional hour of pay’ constitutes wages” as the Legislature intended section
 9 226.7 to “compensate employees for their injuries”; (2) The premium wages
 10 function identically to overtime premiums (“a payment owed pursuant to section
 11 226.7 is akin to an employee’s immediate entitlement to payment of wages or for
 12 overtime”); and (3) “Under the amended version of section 226.7, an employee is
 13 entitled to the additional hour of pay immediately upon being forced to miss a rest
 14 or meal period.” *Id.* at 1102, 1108, 1111. These conclusions from *Murphy* establish
 15 that regardless of whether the claim under section 226.7 is characterized as one for
 16 non-payment of wages or something else, the remedy provided is unequivocally a
 17 “wage.”

18 Five years later, in *Kirby v. Immoos Fire Protection*, the California Supreme
 19 Court was presented with the related question of whether an action to recover
 20 payments for missed meal breaks should be considered one “brought for the
 21 nonpayment of wages” under Labor Code section 218.5’s fee-shifting provisions.
 22 *Kirby v. Immoos Fire Prot., Inc.*, 53 Cal.4th 1244 (2012). In *Kirby*, an employer
 23 sought to recover attorneys’ fees from employees who had unsuccessfully litigated
 24 a claim for missed meal period payments under section 226.7, under the attorney
 25 fee shifting provisions in section 218.5. Section 218.5 awards attorneys’ fees to a
 26 prevailing party in “any action brought for the nonpayment of wages.” The *Kirby*
 27 court affirmed *Murphy*’s holding that a missed meal period payment was a “wage”
 28 for purposes of the statute of limitations. *Id.* at 1256. It held only that an action to

1 recover payments under section 226.7 was not one “brought for,” i.e. brought “on
2 account of,” nonpayment of wages. *Id.*

3 *Kirby* did not abrogate *Murphy*. The payment required by section 226.7
4 remained a wage for all the reasons stated in *Murphy*, which directly examined the
5 nature of the premium and termed it a “wage” rather than a “penalty.” The
6 distinction made in *Kirby* was narrowly limited to the relief at issue there, in the
7 two-way fee shifting statute. *Kirby*, 53 Cal.4th at 1256. In other words, *Murphy*
8 addressed the characterization of the damages provided by section 226.7 as wages
9 while *Kirby* addressed the characterization of the substantive violation of section
10 226.7 claim itself.

11 No California case has definitively answered the question of whether meal
12 and rest period premiums are “wages” in the *specific context* of section 203.
13 Following *Kirby* and *Murphy*, while some district courts have held to the contrary,
14 several federal courts, including this Court, have held that unpaid meal or rest
15 period premiums constitute “wages” that support a claim for waiting time
16 penalties. *Lopez v. Aerotek, Inc.*, 2016 WL 11505588, at *3 (C.D. Cal., Mar. 2,
17 2016, No. SACV1400803CJCJCGX) (collecting cases on both sides of the split
18 and concluding that “[p]remium payments under § 226.7 are wages”); e.g., *Brewer*
19 *v. General Nutrition Corp.*, 2015 WL 5072039, at *19 (N.D.Cal. Aug. 27, 2015)
20 (same).

21 Because section 203 imposes penalties for any wages unpaid at the end of
22 employment, this includes premium wages. The Supreme Court acknowledged that
23 these wages are subject to a timing requirement, requiring employers to pay these
24 wages “immediately” just as they would the payment of overtime. *Murphy*, 40
25 Cal.4th at 1108, 1111. An employer therefore has no right to delay the payment of
26 premium wages, and the remedy for such failure at the end of employment is
27 waiting time penalties owed under section 203. A careful reading of the controlling
28 California Supreme Court authorities, including the analysis of the legislative

1 history and the strong California public policy to construe the Labor Code in favor
 2 of employees stated therein, requires that the premium payments due under section
 3 226.7 are to be considered “wages” for purposes of section 203, as this Court has
 4 previously held.

5 **D. Plaintiff has alleged facts stating a claim for violation of Labor Code**
 6 **§ 226.**

7 Under Labor Code § 226, relief is available when an employee’s wage
 8 statements do not reflect “wages earned.”

9 Defendant first argues that Plaintiff has failed to state a claim for violation of
 10 Labor Code § 226 because “Cahilig fails to allege any specifics regarding alleged
 11 ‘unpaid wages’ or when she received the allegedly inaccurate wage statements.”
 12 Dkt. No. 14, 7:16-17. However, in the preceding sentence, Defendant cites to the
 13 complaint and recites the “specifics” of the claim, including that class members
 14 (which includes Plaintiff) suffered injury because Defendant failed to pay all
 15 wages due and, as a derivative result, failed to provide accurate wage statements.
 16 Dkt. No. 14, 7:11-15. Accordingly, Plaintiff has alleged all facts required to state a
 17 claim for inaccurate wage statements.

18 Next, Defendant relies on *Maldonado v. Epsilon*, 22 Cal.App.5th 1308
 19 (2018), to argue that rest period violations cannot, as a matter of law, support a
 20 claim for inaccurate wage statements. To the contrary, *Maldonado* did not so hold.

21 In *Maldonado*, the plaintiffs sought damages for inaccurate wage statements
 22 based on the defendant’s failure to pay overtime. *Maldonado*, Cal.App.5th at 1324.
 23 “The evidence introduced at trial on this point, however, was virtually nonexistent.
 24 ... There was no testimony by any of the class members as to damages arising
 25 from the wage statements.” *Id.*

26 On appeal, the *Maldonado* court held that the plaintiff’s allegations did not
 27 give rise to the inference of injury under section 226(e)(2)(B). Because the plaintiff
 28 had not alleged or proven that her wage statements inaccurately reported her hours

1 worked, the trial court had improperly awarded damages under that section, which
 2 deems the employee to have suffered an injury if certain conditions are met. *Id.* at
 3 1335-36.

4 Accordingly, the *Maldonado* court did not hold, as Defendant asserts, that a
 5 claim for failure to pay rest period premiums cannot support a claim under section
 6 226. Rather, that case merely held that, if a section 226 is predicated on a failure to
 7 report wages instead of a failure to accurately list hours, the plaintiff must
 8 demonstrate that she suffered injury.

9 Here, Plaintiff alleges that she suffered injuries because of the inaccurate
 10 wage statements. Compl. ¶ 62. Accordingly, Defendant's sole authority on this
 11 issue is not even helpful to the analysis, let alone controlling, because it does not
 12 address the issue at bar.

13 Finally, because Plaintiff's rest period claim is valid, cognizable, and not
 14 judicable at this stage, Defendant's motion must also be denied regarding the
 15 derivative wage statement claim.

16 **E. Plaintiff has alleged facts stating a claim for violation of Business and**
 17 **Professions Code section 17200.**

18 California Business & Professions Code section 17200 "borrows" violations
 19 of other laws and treats them as unlawful practices independently actionable as
 20 prohibited business practices. (*Farmers Ins. Exch. v. Superior Court* (1992) 2
 21 Cal.4th 377, 383.) A party's repeated violations of wage and hour laws is deemed
 22 an "unfair" practice and will support a claim under §17200. (*Cortez v. Purolator*
 23 *Air Filtration Products Co.* (2000) 23 Cal.4th 163, 178 ["unlawfully withheld
 24 wages are property of the employee within the contemplation of the UCL"].)
 25 Consequently, if Plaintiff prevails on the underlying claims, she necessarily
 26 prevails on the Unfair Business Practices claim because Defendant will have
 27 violated a Labor Code provision. Accordingly, this claim stands with the Labor
 28 Code violations as addressed above.

IV. Conclusion

For all the foregoing reasons, Plaintiff respectfully requests that the Court deny Defendant's Motion for Judgment on the Pleadings.

Dated: June 3, 2019

LAW OFFICES OF KEVIN T. BARNES

By: /s/ Gregg Lander
Kevin T. Barnes, Esq.
Gregg Lander, Esq.
Attorneys for Plaintiffs

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

**PLAINTIFF ALLYZA CAHILIG'S OPPOSITION TO
DEFENDANT'S MOTION FOR JUDGMENT ON THE PLEADINGS**

on the interested parties in this action, addressed as follows:

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using the following service method:

X VIA ELECTRONIC SERVICE: The above documents were electronically filed with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the above interested parties.

I DECLARE under penalty of perjury that the foregoing is true and correct.

Executed on **June 3, 2019**, at Los Angeles, California.

/s/ Cindy Rivas

Cindy Rivas

EXHIBIT F

Appellate Courts Case Information

Supreme Court

Change court ▼

Court data last updated: 01/10/2020 01:29 PM

Case Summary

Supreme Court Case:	S258191
Court of Appeal Case(s):	No Data Found
Case Caption:	VAZQUEZ v. JAN-PRO FRANCHISING INTERNATIONAL
Case Category:	Question of Law - Civil
Start Date:	09/26/2019
Case Status:	review granted/brief due
Issues:	Request under California Rules of Court rule 8.548, that this court decide a question of California law presented in a matter pending in the United States Court of Appeals for the Ninth Circuit. The question presented is: Does the decision in Dynamex Operations West Inc. v. Superior Court (2018) 4 Cal.5th 903, apply retroactively?
Case Citation:	none

NOTE: The statement of the issues is intended simply to inform the public and the press of the general subject matter of the case. The description set out above does not necessarily reflect the view of the court, or define the specific issues that will be addressed by the court.

Cross Referenced Cases:

No Cross Referenced Cases Found

Click here to request automatic e-mail notifications about this case.

EXHIBIT G

Appellate Courts Case Information

Supreme Court

Change court ▼

Court data last updated: 01/10/2020 02:30 PM

Case Summary

Supreme Court Case:	S259027
Court of Appeal Case(s):	Second Appellate District, Div. 4 B282377
Case Caption:	GONZALES v. SAN GABRIEL TRANSIT
Case Category:	Depublication Request - Civil
Start Date:	11/19/2019
Case Status:	case initiated
Issues:	none
Case Citation:	none

Cross Referenced Cases:

No Cross Referenced Cases Found

Click here to request automatic e-mail notifications about this case.